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FILED  
Clerk  
District Court

1  
2 IN THE UNITED STATES DISTRICT COURT  
3 FOR THE  
4 NORTHERN MARIANA ISLANDS

SEP 29 2006

For The Northern Mariana Islands  
By \_\_\_\_\_  
(Deputy Clerk)

5 ABELLANOSA, JOANNA,  
6 et al.,

7 Plaintiffs,

8 v.

9 L&T INTERNATIONAL  
10 CORPORATION,

11 Defendant.

Civil Action No. 05-0010

DECLARATION IN SUPPORT OF  
PLAINTIFFS' OPPOSITION TO  
DEFENDANT'S MOTION FOR  
SUMMARY JUDGMENT

12 I, MARITES NUEVA, hereby declare as follows:

13 1. I am over the age of eighteen years old, have personal knowledge of the  
14 facts set forth herein, am competent to testify as to these facts if called as a  
15 witness in a court of law, and if called would testify as stated herein.

16 2. I am a citizen of the Republic of the Philippines. I was hired by L&T  
17 International Corporation as a nonresident contract worker, to work in the  
18 position of Hand Packer in 2004.

19 3. On or about January, 2004, I went to L&T to apply for an advertised job  
20 vacancy for hand packers. After filling-up and turning in the application form, I  
21 was told that L&T will call me for further information.

22 4. After several days, an L&T personnel who identified herself as Marlene,  
23 called me up for interview. When I reported to L&T, a certain Cory Quing  
24 conducted the interview.  
25

I.

JOE HILL  
Hill Law Offices  
P.O. Box 500917 ~ Saipan CM-MP 96950 ~  
TEL. NO. (670) 234-6860/7743 ~ FAX: 234-7753

ORIGINAL

MEDICAL FEES  
(Physical Examination Fee  
and Health Certificate Fee)

5. After I passed the interview, I was told to report to Baby Lopez who asked me to complete the Consensual Transfer documents and have my employer complete and sign them, which I did. I gave the completed consensual transfer documents to Baby Lopez at the HR office. Baby Lopez then asked for and I gave her my health certificate which she noted had not yet expired. She then told me that L&T would use my health certificate from my then employer. I also inquired from Baby Lopez why she asked for the original copies of my requirements. I was worried that should something wrong happened with my employment at L&T, I would be needing the original copies of my documents. She then assured me that my worries were unfounded as L&T was a big and stable company.

II.  
CONTRACT SIGNING

9. My first non-resident contract was in 1992. Basically, annually since then, each year, my employers used and had me sign a standard form labor contract provided by DOL. I became familiar with the basic terms of the DOL standard form contract. A copy of such standard form contract is attached as Exhibit "A" to Plaintiffs' Amended Opposition.

10. In 2004, when L&T HR staff Baby Lopez handed me their contract form, with only the signature page showing, and insisting that I sign, I had no reason to believe it was not the standard DOL form contract. Prior to signing this L&T contract form and at the time it was presented to me in the HR for signing, I was not given an opportunity to read the contract before signing it. When it was

JOE HILL  
Hill Law Offices  
P.O. Box 500917 ~ Saipan CM:MP 96950 ~  
TEL NO. (670) 234-6860/7143 ~ FAX: 234-7753

1 presented to me in the HR office, Baby Lopez just pushed the document through  
2 the counter-window with the pages turned back, showing only the signature page,  
3 and pointed to where I was to sign it, and said sign, which I did without reading  
4 it. There were many other applicants present and waiting in line. The HR staff  
5 was rushing me and other applicants by insisting that I and the other applicants  
6 I saw present, hurry up and quickly sign, without delaying the document  
7 processing. From the mood and way the HR staff was acting, I was made fearful  
8 that if I didn't just sign the signature page as instructed, I would lose the job  
9 opportunity especially since none of the other applicants I saw there held up the  
10 line by or took time to read the contract document. I observed the HR staff  
11 acting the same way with other workers who signed before and after my turn.  
12 Neither Baby Lopez, nor any one else, ever showed me my contract document  
13 until the time and date they asked me (us) to sign at HR. I was never given a copy  
14 of the L&T contract document I signed before my termination on or about May  
15 13, 2004. After my termination, I was surprised when I later learned of some of  
16 the terms and conditions in L&T's self-styled contract. Had I known that the  
17 L&T contract contained terms restricting me from being employed with other  
18 competing companies in Saipan and allowing L&T to terminate me at any time  
19 as a reduction in force, I would not have agreed to it or signed it.  
20

21 III.  
22 PERFORMANCE EVALUATION

23 11. There was no individualized measurement or testing to determine my or each  
24 Packer's individual performance or production. The only production  
25 measurement or test was done by counting the output (production) from each of

1 the different lines of Packers. There was really no way for me as an individual  
2 packer to control or show an increase in the number of products because I was  
3 just one individual on the line with many others. In the packing section our work  
4 was performed by groups of workers on so-called lines. The packages or items  
5 we were assigned to work on often varied from day to day. Our Head Supervisor  
6 in the packing section was Li, Zhi Min, who is a Chinese. When I and other  
7 Filipino workers tried to ask her questions regarding our work she could not  
8 answer nor explain because she does not speak english fluently. (*See* Defendant's  
9 Response to Plaintiffs' First Set of Request for Interrogatories No. 49a).

10  
11 IV.  
12 TERMINATION

13 12. I was employed and worked for L&T International Corporation as a hand  
14 packer, from on or about March, 2004 to May 13, 2004, when I and other  
15 workers in the hand packing section were summoned by the calling of our  
16 individual names over the public address system, to report to the human resources  
17 (HR) office. I believe and understand we were called in two batches, one about  
18 3:00 p.m., and one about 5:00 p.m. (*See* Deposition of Jack Torres, page 97, lines  
19 14-17).

20 13. I did not know why we were being called to come to HR. I thought that we  
21 were being called regarding receipt of our anticipated ATM Cards that L&T had  
22 previously given us and had us fill out an application for, as they told me and other  
23 workers present, to make it easier and more convenient for (us) workers to access  
24 and get our anticipated bi-weekly wage payments without having to stand in line  
25 waiting for and trying to cash payroll checks. I was made more assured of my

1 continued employment and anticipated pay check by L&T having asked me and  
2 other workers to set up these ATM accounts to facilitate our anticipated payroll  
3 check payments.

4 14. As we arrived at the designated meeting room, I observed other workers, and  
5 Corazon Quing, Malou Ernest and Rhodora Bernabe, known to us as HR staff,  
6 were present at the May 13, 2004 meeting.

7 15. I did not see or hear Corazon Quing read or reading from any document or the  
8 so-called "communication plan" as described and stated in Exhibit "A" attached to  
9 the Declaration of Corazon Quing.

10 16. More specifically, I (we) were not told as stated by Corazon Quing that we the  
11 workers, had the right to appeal our termination to the "Legal Department" of L&T  
12 or to any one else.

13 17. Neither Malou Ernest, Corazon Quing nor any one else at the May 13, 2004  
14 meeting, informed us, that the purpose of the so-called second check was "to cover  
15 for 10 days pay in lieu of notice," as stated in paragraph 7, Declaration of Corazon  
16 Quing. Additionally, L&T's own RIF policy required, as proposed RIF workers,  
17 that I (we) "shall be given written notice of separation at least 15 days prior to the  
18 effective date of separation, or severance pay in lieu of notice." (*See* Ex. "D," Jack  
19 Torres' Deposition, and page 88, lines 6-8 and lines 20-24).

20 18. It was my honest belief that I and my co-workers were terminated on May 13,  
21 2004 and that the termination was effective immediately on and from May 13, 2004,  
22 because I (we) were told by HR staff at the May 13, 2004 meeting that today (May  
23 13, 2004) was our last day of employment and they demanded that we give up and  
24 turn in our company ID cards which were required and needed for company  
25 employees to freely enter company premises; and more importantly, our I.D.s were

JOE HILL  
Hill Law Offices  
P.O. Box 500917 ~ Saipan CM-MP 96950 ~  
TEL. NO. (670) 234-6860/7743 ~ FAX: 234-7753

1 swipe-cards for the time-clocks so we could not clock in or out without them, in  
2 addition to being required to "turn over any and all company properties in your  
3 possession... on or before May 13, 2004" as stated in the Notice of Termination. *See*  
4 Ex. "D," Defendant's Memorandum.

5 19. As a result I believed and felt that I was terminated and forced to stop working  
6 on May 13, 2004, the same date that the Notice of Termination (dated May 12, 2004)  
7 was given to me. Hence, I was not given the required prior notice of termination  
8 and/or of the RIF.

9 20. I and the other plaintiffs worked a set work schedule and shift, and worked  
10 Monday through Saturday, seven (7) hours a day, six (6) days a week, for a total of  
11 forty-two (42) hours each work week, which included two (2) hour overtime each  
12 work week while employed at L&T.

13 21. At the time of my termination, no one from L & T offered to assist me in  
14 finding other employment or told me that they would or could assist me in getting  
15 work with affiliate companies of L&T.

16  
17 V.  
EMOTIONAL DISTRESS

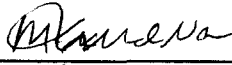
18 22. I became very emotionally upset and disturbed as a result of the termination of  
19 my employment at L&T. The way L&T broke the news of termination to us, not  
20 individually or privately, but *en masse* in front of all the other employees, resulted in  
21 wailing, crying and shouting and pandemonium among the workers present; I and  
22 the other workers present were crying and hugging each other and trying to console  
23 one another. I was shocked and dumbfounded. The termination left me physically  
24 and emotionally drained because of severe emotional distress. I began to  
25

1 experience pains in my chest that has continued until now. As a result of  
2 these chest pains I have difficulty breathing freely and experience shortage of  
3 breathe. I felt restless.

4 23. In addition to chest pains and breathing problems, I worried and could  
5 not stop thinking of the loss of work and livelihood. I could not sleep during  
6 the first few weeks after the firing. Even now I can not sleep soundly worrying  
7 and thinking about how I am going to feed and provide for my kids.

8 24. I notice and feel that I am not the same person before and after the loss of my  
9 job at L&T.

10 I declare under penalty of perjury that the foregoing is true and correct and  
11 that this declaration was executed this 29<sup>th</sup> day of September, 2006.  
12

13  
14 /s/   
15 Marites Nueva  
16 Declarant  
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JOE HILL  
Hill Law Offices  
P.O. Box 500917 ~ Saipan CM-MP 96950 ~  
TEL. NO. (670) 234-6860/7743 ~ FAX: 234-7753